LAW OFFICES

## Ross & Hardies

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE

CHICAGO, ILLINOIS 60601-7567

TWX NUMBER 910-221-1154 TELECOPIER 312-750-8500

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312-558-1000

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April 27, 1990

529 FIFTH AVENUE NEW YORK, NEW YORK 10017-4608 212-949-7075

\$80 HOWARD AVENUE SOMERSET, NEW JERSEY 08873 201-563-2700

**888** SIXTEENTH STREET, N.W WASHINGTON, D.C. 20006-4103 202-296-8600

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, S.W.
Washington, DC 20423

RECORDATION NO. 66 FULD INS.

APR 27 1990 -3 so PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 i.S.C. Section 11303(a) are two originals and three photocopied conformed counterparts of each of the two documents described below.

The first document is an Amendment to a Security Agreement (the "Amendment"), dated as of April 25, 1990, between Precision National Corporation ("Precision") and Deutsche Credit Corporation ("DCC") relating to a Security Agreement, dated November 10, 1989 ("Security Agreement"), duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303(a) on December 29, 1989, under Recordation Number 16694, which Security Agreement is a primary document as defined in the Commission's Rules for Recordation of Documents.

The names and addresses of the parties to the Amendment are:

Precision
Precision National Corporation
P.O. Box 789
Mount Vernon, Illinois 62864

DCC
Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, Illinois 60015-0329

Ene S. Haves

Ms. Noreta R. McGee
April 27, 1990
Page 2

A description of the rail equipment covered by the Amendment to the Security Agreement is set forth on Schedule A attached to the Security Agreement.

The second of th

A check for \$15.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee of the Amendment to the Security Agreement.

The second document is an Amendment to a Loan Agreement ("Loan Agreement Amendment"), dated April 25, 1990, between Precision and DCC relating to a Loan Agreement, dated as of November 20, 1989 and amended as of December 22, 1989, ("Loan Agreement"), duly recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303(a) on December 29, 1989, under Recordation Number 16694-A which Loan Agreement relates to the Security Agreement, which is a primary document as defined in the Commission's Rules for Recordation of Documents.

The names and addresses of the parties to the Loan Agreement Amendment are:

Precision
Precision National Corporation
P.O. Box 789
Mount Vernon, Illinois 62864

DCC
Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, Illinois 60015-0329

A description of the rail equipment covered by the Amendment to the Loan Agreement is set forth in Schedule A attached to the Security Agreement.

A check for \$30.00 payable to the order of the Interstate Commerce Commission is enclosed to cover the required recordation fee for the Amendment and the Loan Agreement Amendment.

Kindly return the three photocopied conformed counterparts of the two enclosed documents in the envelope provided to T. Stephen Dyer, Esq., Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of each of the enclosed

Ms. Noreta R. McGee April 27, 1990 Page 3

documents, both of which are secondary documents relating to the Security Agreement, which is a primary document::

Amendment to Security Agreement, dated as of April 25, 1990, between Precision National Corporation and Deutsche Credit Corporation, covering 138 locomotive hulks described on Schedule A attached to the Security Agreement referenced above.

Amendment to Loan Agreement, dated as of April 25, 1990, between Precision National Corporation and Deutsche Credit Corporation, covering 138 locomotive hulks described on Schedule A attached to the Security Agreement referenced above.

Please call Stephen Dyer or me at the telephone number in Chicago if you have any questions.

Kelley W. White

KWW:rim Enclosures

cc: T. Stephen Dyer Steven Ordaz

## Interstate Commerce Commission Washington, D.C. 20423

OFFICE OF THE SECRETARY

Kelley W. White Ross & Hardies 150 North Michigan Avenue Chicago, Illinois 60601

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/27/90 at 3:30pm and assigned recordation number(s). 16694-B & 16694-C

Sincerely yours,

Noreta R. McGee Secretary

Enclosure(s)

APR 27 1990 -3 30 PM

INTERSTATE COMMERCE COMMISSION

## AMENDMENT TO SECURITY AGREEMENT DATED NOVEMBER 10, 1989

The above-referenced Security Agreement, filed with the Interstate Commerce Commission on or about December 29, 1989, Recordation No. 16694, a copy of which is attached hereto (the "Security Agreement") is hereby amended as follows:

To secure the payment of additional indebtedness of Precision National Corporation ("Precision") to Deutsche Credit Corporation ("DCC") in the sum of Two Million and 00/100 Dollars (\$2,000,000.00) which is hereby confessed and acknowledged, with interest thereon, all according to a certain promissory note or notes of even date herewith, and which represents, as stated in the Security Agreement, a future advance, and also to secure the payment, performance and fulfillment of any and all other obligations of Precision to DCC, its heirs, successors, legal and personal representatives or assigns, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter arising, due or to become due ("Obligations"), Precision hereby grants, assigns, transfers, pledges, conveys and mortgages to DCC the goods, chattels, property and inventory, described herein, or on any schedule(s) annexed hereto, as follows:

All locomotive hulks set forth on the Schedule "A" attached to the Security Agreement, except for the following:

BN 5328/PN 041132	Scrapped	SP 2268/PN 04118	Sold to Alcoa
BN 4500/PN 041124	Scrapped	SP 2308/PN 0417	Sold to Mobil
BN 5311/PN 041126	Scrapped	SP 2625/PN 04125	Sold to Kaiser
BN 5315/PN 041129	Scrapped	SP 6309/PN 04165	Sold to Kaiser
	• •	SP 6321/PN 04116	Sold to Kaiser

which have been sold and/or otherwise disposed of, and proceeds paid to DCC.

The foregoing goods chattel property and inventory, in addition to this future advance, shall secure any and all future advances.

In all other respects, the Security Agreement dated November 10, 1989, shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Security Agreement this 25th day of April , 1990.

PRECISION NATIONAL CORPORATION

By: Draw Maner

Title: PRECIDENT

Title: Sye CFO & TREASURER

ATTEST: R. B. Plan

Witness or Secretary

Title: Act IP

STATE OF ILLINOIS COUNTY OF COOK On this 25 day of APRIL, 1990, before me, the subscriber, \_\_\_\_, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named <u>DEAN MANES</u> to mg personally known, who stated and acknowledged that he is the PRESIDENT \_\_\_\_\_ of Precision National Corporation, an Illinois corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such. this 25th day of 1990. OFFICIAL SEAL Notary Public KATHLEEN A. FEATHERSTONE NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR. 28,1994 My commission expires: STATE OF ILLINOIS SS. COUNTY OF LAKE On this about day of Unil \_, 1990, before me, the subscriber, lammie Petersen, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James 5. Poor and to me personally known, who stated and acknowledged that they are the Sol Croticasuer and \_\_of Deutsche Credit Corporation, a

subscriber, lamme Petersen, a Notary Public, duly commissioned, qualified and acting, within and for said County and State appeared in person the within named lames S. Poor and acknowledged that they are the of Deutsche Credit Corporation, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in their capacity as such officers to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that they have so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

this day of the day of

TAMMIE PETERSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/26/92

Notary Public

My commission expires: 12692

nedule annexed to and made a part of a certain Conditional Sales Contract, Chattel Mortgage or Lease  $\angle L$  day of  $\underline{\hspace{1cm}}$ November \_\_\_\_\_\_, <u>1489</u> or Financing Statement, by and between the undersigned Description of collateral (Quantity, New/Used, Make, Model, General Description, and, if applicable, Engine and/or Serial Numbers) lectro-Motive Equipment Consisting of: our (4) ประสไ Electro-Motive Switcher Locomotives, Model SW-7, S/N's 6090-1, 6090-2, 6090-3, and 4005-8 *e*n (10) USHO Electro-Motive Switcher Loronotives, Model SW-9, S/N's 4225-4, 4075-4, 4075-5, 1187-2B, 6253-2, 6253-1, 6374-7, 6374-9, 6374-2, and 357-535441 en (10) Used Electro-Motive Switcher Lacomotives, Model SW-1200, S/N's 4416-1, 7701-8, 4491-1, 4469-7, 4255-2, 4255-4, 4255-6, 4382-1, 4382-5, and 4295-2 ne (]) Used Electro-Motive Switcher Locomptives, Model SW-1500, S/N 58383-52 18 (C) Usert Electro-Motive Switcher Locomotives, Model NW2, S/N's E-1045-39, E-1045-10, E-1045-3, E-1045-13, E-6021-1, and E-1022-26ka (2) Used Electro-Motive General Purpose Locomotives, Model GP-7, S/N's 5091-11 and 6117-L 15 (6) Psed Flectro-Motive General Purpose Locomotives, Model GP-9, S/N's 5487-2, 5560-3, 5354-13, 5384-7, K50-11952 and 5453-34 11)e. (9) Flectro-Motive General Purpose Locomotives, Model GP-10, S/N's 5359-6, 5378-34, 5409-58, 5409-63, 5480-43, 5436-75, 5502-3, 67K3-1051, Uscel and 5553-63 leven (11) Flectro-Motive General Purpose Locomotives, Model GP-20, S/N's Used 5607-5, 5607-6, 7592-1, 5607-4, 7592-4, 7583-6, 7397-8, 7597-13, 7597-23, 5634-30, and 5825-2 breo(3)Electro-Motive General Purpose Locomotives, Model GP-30, S/N's Usad 7652-1, 5643-21 and 5643-25 rve (5) Used Flectro-Motive General Purpose Locomotives, Model GP-35, S/N's 7703-4, 7808-4, 7739-31, 5660-7, and 7710-7 na ()) PSO(1)Electio-Motive General Purpose Locomotives, Model GP-38, S/N 7060-100 u<del>is</del> (1) Used Electro-Motive General Purpose Loromotives, Model GP-38-2, S/N 73662-27 our (4) Electro-Motive General Purpose Locomotives, Model GP-40, S/N's Used 7275-10, 7897-7, 7944-20, and 776091-17 18 (6) Used Electro-Motive Special Duty Loconotives, Model SD-7, S/N's 6274-9, 6274-10, 6468-2, 6468-3, 6468-5, and 6468-6heree (3) USA Electro-Motive Special Duty Locomotives, Model SD-9, S/N's 6468-7, 6468-8, and 5249-1 ine (9) Used Electro-Motive Special Duty (ocomotives, Model SD-35, S/N's 30885, 7838-24, 7838-27, 7838-32, 7838-34, 7738-1, 7738-12, 7738-14, and 7738-15 ven (7) 115647 Flectro-Motive Special Duty Locomotives, Model SD-40, S/N's 7865-12, 7865-14, 7932-17, 7932-18, 7995-2, 7995-7, and 7324-25 vo (2) Electro-Motive Special Duty Locomotives, Model SD-40-2, S/N's Used 73630-26 and 786265-49

The undersigned Buyer(s), Mortgagor(s) or Lessee(s) hereby verifies the above Schedule as correct and acknowledges receipt of a copy thereof

## SELLER/MORTGAGEE/LESSOR

Deutsche Credit Corporation

D. + . . He. 11 821

Title SVP & TRANSVER SUP? Sun

BUYER/MORTGAGOR/LESSEE

Precision National Corporation

By: Dean Moner

Title. REIDENT

DEC 00 1000 --

DEC 29 1989 -11 24 AM

INTERSIALE COMMENCE COMMISSION

THIS MORTGAGE made the 11th day of November	19, <u>89</u> , by and between
Precision National Corporation 1100 Shawnee Street, Mount Vernon, Illinois 62 (Customer, hereinatter referred to as "Mortgagor") and (Namo and Addiuss)	2864
Deutsche Credit Corporation 2333 Waukegam Road, Deerfield, Illinois 60015 (Lender & Secured Party, hereinafter referred to as "Mortgagee") (Namo and Addituss)	
WITNESSETH:	
To secure the payment of an indebtedness of Mortgagor to Mortgagee in the sum of	lion and 00/100
which is hereby confessed and acknowledged, with interest thereon, all according to a certain promissory also to secure the payment, performance and fulfillment of any and all other obligations of the Mortgagor than disconsileratives or assigns, howsoever created, arising or evidenced, whether direct or indirect arising, due or to become due (hereinafter referred to as "Obligations"), Mortgagor hereby grants, assigns, to Mortgagee the goods, chattels and property described herein, or on any schedule(s) annexed hereto, a	o Mortgagee, its heirs, successors, legal absolute or contingent, now or hereafter ansfers, pledges, conveys and mortgages
See Schedule "A" attached hereto and made a part hereof by reference, which goods, chattel and property shall secure any and all future advances.	•
•	,
all present and future attachments, accessions and additions thereto, substitutions, accessories and equip and any and all proceeds arising out of the sale, lease or other disposition thereof, all such goods, chattels, called "Mortgaged Property", to have and to hold the same unto Mortgagee forever Provided, however, th faithfully pay, perform and fulfill all said Obligations, time being of the essence hereof and of the said Obligations to the the said Obligations of the said Obligations of the said Obligations.	proceeds and property being, hereinafter at if the Mortgagor shall fully, timely and
2 Mortgagor agrees with and warrants to Mortgagee that the Mortgaged Property described herein or	in any annexed schedule(s) hereto is in
the possession of Mortgagor at 1100 Shawnee Street, Mount Vernon County of	Jefferson
State of Illinois , that all of the Obligations secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Obligation after maturity, whether by acceleration or otherwise, at the highest contract rate provided by law, but not to as otherwise provided for in the applicable debt instrument	are acknowledged and declared to be tions, with late charges thereon from and o exceed three (3) percent per month, or
Mortgagor further agrees with and warrants to Mortgagee that (a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful aut gaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature a gagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of (b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and description, Mortgagor, at its own cost and expense, will keep the Mortgaged Property in a good, stat same or any part thereof and will not be negligent in the care or use thereof, and Mortgagor will not sell, asso dispose of the Mortgaged Property without the prior written consent of Mortgagee and any sale, assign disposition without said consent shall be void ab initio and of no force and effect. Mortgagee is hereby statements or a reproduction hereof as a financing statement.  ***MORTGARMORTICAL MARKANGRICH AND STATE OF THE MORTGARMORT AND ST	ind description (except any held by Mortfall persons and encumbrances of every kind, nature e of repair, will not waste or destroy the gn, mortgage, MEASE, pledge or otherwise ment, mortgage, MEASE, pledge or other authorized to file one or more financing initial
ОВ ХОСОВИТОЙ НОЗВИСИТЕЛЬНЫЕ ВОЗНЕНИЕМ ВОЗВОВ ВОВ КОМИТЕЛЬНЫЕ ВОЗВОВИТЕЛЬНЫЕ ВОЗВОВЕЙСЕ И И ОСТОИНИЙ В БОСТОИНИЙ В ВОСТОИНИЙ В В В В В В В ВОСТОИНИЙ В В В В В В В В В В В В В В В В В В В	SASSA X 200 200 KANDER BURNO CHRIST BOOK KANDER BURNO CHRISTOPH MANAGEM ROLL FOR THE SANDER BURNO CHRISTOPH AND CHRISTOP
аржинами никонами произом отраво на можем на мо	KONDONOMENTS WE NEED WHEN WHEN WHEN WE WENT WENT WENT WAS A WENT WHEN WHEN WHEN WHEN WHEN WHEN WE WENT WHEN WHEN WE WAS A WORLD WAS AND WAS AND WAS A WORLD WAS A WORLD WAS AND WAS A WORLD WAS A WORLD WAS AND WAS AN
(e) Mortgagor shall comply (so far as necessary to protect the Mortgaged Property and the lien of the and conditions of leases covering the premises wherein the Mortgaged Property is located and with any or city, state or other governmental department having jurisdiction with respect to the premises or the conduct of by Mortgagee, will correct any defaults and/or violation thereunder or execute any written instruments and effectuate the purposes and provisions of this instrument.	ders, ordinances, laws or statutes of any fousiness thereon, and, where requested do any other acts necessary to more fully
(I) Mortgagor will indemnify and save Mortgagee harmless from all loss, cost, damage, liability or fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any or foreclosure of this Mortgage or proceeding either against Mortgagor or against Mortgagee concerning and this Mortgage and/or any of the Mortgaged Property	of the Obligations or in the enforcement matter growing out of or connected with
(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and Mortgagor, and duly authorized by its Board of Directors Mortgagor agrees to deliver to Mortgages evic immediately upon request	dence thereof satisfactory to Mortgagee
(h) Mortgagor hereby covenants and agrees to deliver to Mortgagee, as soon as practicable and in of each fiscal year, a fully executed financial statement in reasonable detail, and with reasonable promptines be reasonably requested by the Mortgagee	
The terms, conditions and provisions contained herein, on the reverse side hereof, and those contained herein or annexed hereto constitute the entire agreement between the Mortgagor and Mortgagor	ee
IN WITNESS WHEREOF Morigagor has caused this Mortgage to be executed by a duly authorized repres written  ** except as provided in alloan Agreement dated //- /() , 1989	entative on the day and year first above initial
ATTEST Precision National Corporation	vor mittai
(Mortgago	Parasin

ு Fhis Mortgage may be assigned along with any and all Obligations without notice to Mortgagor wild upon such assignment Mortgagor agrees ு அதன் எழுவாக வரு assignme hereof any defense, set off recoupment, claim counterclaim or cross complaint which Mortgagor may have against paged, whether ansing hereunder or otherwise, and such assigned shall be entitled to at least the same rights as Mortgagor

If Mortgagor defaults in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on ortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgage may, at its option, without waiving its right to enforce as Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable atturneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Obligation, and shall be payable on demand with interest at the rate specified in Paragraph 2 hereof

- Mortgaged may at any time, with or without exercising any of the rights or remedies as provided therein and without prior notice or demand to Mortgaged appropriate and apply toward the payment of the Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such application may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to any of the obligations as Mortgagee in its sole discretion. Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any Obligations of Mortgagor to Mortgagee, presently existing or otherwise.
- If after default by Mortgagor in the payment, performance and fulfillment of any of the Obligations or of the entire unpaid amount of the Obligations after the same become or are declared due and payable. Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of the Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be decined a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by Mortgagee and then only to the extent therein set forth. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. This Mortgage cannot be changed or terminated orally.
- Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgaged and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgaged by accepting this Mortgage shall not in any mainter be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgaged under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect
- All of the rights remedies options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective heirs, successors, legal and personal representatives and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the heirs, successors, legal and personal representatives and assigns of the respective parties. Any notices relating hereto shall be in writing and delivered in person to an officer, if any, of the party to whom addressed or mailed by certified mail to such party at its address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least ten (10) days prior to the event for which such notification is sent.
- Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof

\*Notwithstanding anything to the contrary contained herein, Mortgagee shall comply with UCC Article 9, regarding sale of repossessed or replevied collateral.

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chedule an	nexed to	and made a part of a certain Conditional Sales Contract, Chattel Mortgage or Lea
	•	f Nursember , 1989 or Financia
Statement, b	by and be	ween the undersigned.
Description ( and/or Seria		il (Quantity; New/Used, Make; Model; General Description, and, if applicable, Engil s)
wenty (20)	₽≼∂त	Electro-Motive Special Duty Locomotives, Model SD-45, S/N's 7079-8, 7494-4, 7887-41, 7887-45, 7170-11, 7170-29, 7217-14, 7217-5, 7170-31, 7975-5, 7077-18, 7077-11, 7975-15, 7975-16, 7975-14, 7975-9 7077-14, 7123-2, 7068-20, and 5745-24
Three (3)	Used	Electro-Motive Special Duty Locomotives, Model SD-45-2, S/N's 7138-4, 776069-11, and 7138-45
<u>liscellanec</u>	ous Equip	ment as Listed Below:
line (9)	Used	Miscellaneous Locomotives, Model GE-U33C, S/N's 38249, 38256, 38258, 38358, 10001, 10002, 10003, 10004, and 10005
nn. (1)	11500	Miscellaneous Loromotives, Model BLH-S10, S/N 10006
$\chi_{\mathcal{O}_{+}}(2)$	िडल्यो	Miscellaneous Locomotives, Model ALCORS-3, S/N's 17HP4L3 and 10007

Miscellaneous Locomotives, Model DD-40X, S/N's

Miscellaneous Locomptives, Model SLOG, S/N

7134-5 and 7198-13

4184-10

The undersigned Buyer(s), Mortgagor(s) or Lessee(s) hereby verifies the above Schedule as correct and acknowledges receipt of a copy thereof.

SELLER/MORTGAGEE/LESSOR

Two (2)

Ono (1)

USERT

BUYER/MORTGAGOR/LESSEE

at sch	e Credit, Co	riporation	in the light of the control of the c	Precision	National	Corporation
3	SHEE		41	 Ву	un M	anex

SUPETRUNSIRER SIPT Suy

Title: <u>PRESINENT</u>

STATE OF ILLINOIS ) COUNTY OF COOK

On this 15th day of November 1989, before me, the subscriber, 100 S FOSTEIN, a Notary Public, duly commissioned, qualified and acting, within and for said Country and State, appeared in person the within named Dean Manes to me personally known, who stated and acknowledged that he is the of Precision National Corporation, an Illinois corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHERFOF, I have hereinto set my hand and official seal this 10th day of NAS: EPSTEIN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/31/93 Notary/Public

My commission expires:

STATE OF ILLINOIS ) SS. COUNTY OF

corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in their capacity as such officers to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that they have so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might-be-recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day of because, 1989.

My commission expires: 5/2/1990

"OFFICIAL SEAL" DAVID K. SMRTNIK Notary Public, State of Illinois My Commission Expires May 2, 1990